

EXHIBIT N

(Redacted)

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and Release of All Claims (the "Agreement") is made between and among and entered into by John Magness ("Magness"), Britt Naponic ("Naponic"), and The Peabody Bulldog, LLC ("Peabody") (collectively with Magness and Naponic, the "Magness Parties"), and Bo and Sarah Blackburn (the "Blackburns"), #6 Metz Court ("Metz Court"), Sol City Title Managers, LLC ("Sol City Managers"), Rabbit Food, LLC ("Rabbit Food"), BS Title Team, LLC ("BS Title Team"), Pacific Waters Title, LLC ("1845 Title"), Blue Goose Title, LLC ("Noteworthy Title"), CSP Texas Joint Venture, LLC ("Key Title"), CSP Texas Joint Venture — San Antonio, LLC ("Key Title San Antonio"), Tall City Title, LLC ("Tall City Title"), Amarillo Title, LLC ("Amarillo Title"), Amarillo Title Managers, LLC ("Amarillo Managers"), Joy Title LLC ("Joy Title"), Joy Title Managers LLC ("Joy Managers"), Gateway City Title, LLC ("Gateway City Title"), Gateway City Title Managers, LLC ("Gateway City Managers"), Corpus Christi Title, LLC ("Corpus Christi Title"), and Corpus Christi Title Managers, LLC ("Corpus Christi Managers") (each a "BSpoke Party," and collectively with the Blackburns, the "BSpoke Parties"), and Tyrrell L. Garth ("Garth"), Phillip Clayton ("Clayton"), 405 Manhattan Investments, LLC ("405 Manhattan") and Alphabet Investments, LLC ("Alphabet") (collectively with Garth, Clayton and 405 Manhattan, the "the Alphabet Parties"), and Sol City Title, LLC ("Magnolia Houston"), Coast to Coast Title, LLC ("Magnolia Dallas"), Magnolia Title Florida, LLC ("Magnolia Florida"), and Magnolia Title Arkansas, LLC ("Magnolia Arkansas") (collectively, the "Magnolia Parties"), and Starrex International Ltd. ("Starrex"). Any of the above may be referred to from time to time as a "Party" and all may be referred to jointly as the "Parties."

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NOW, THEREFORE, in consideration of the mutual promises and performance hereinafter described, the Parties hereby agree as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



3. **The Alphabet Parties' Release and Covenant Not to Sue:** In return for this settlement, compromise, and release of all claims and potential claims the BSpoke Parties may have against the Alphabet Parties, and in return for the reduction of the Blackburns' Magnolia Equity Interest and Magnolia Special Contribution Interest as described herein, and for other good and valuable consideration, the Alphabet Parties, and each of their executors, administrators, trustees, employees, attorneys, predecessors, successors, assigns, heirs, representatives, agents, owners, affiliates, insurers, and anyone claiming by, through, or under any of them, hereby irrevocably and unconditionally releases and forever discharges, and covenants not to sue or bring any other legal action against the BSpoke Released Parties with respect to any and all claims and causes of action of any nature, both past and present, known and unknown, foreseen and unforeseen, asserted and unasserted, at law or in equity, which the Alphabet Parties have or which could be asserted on their behalf by any person, government authority, or entity, resulting from or relating to any act or omission of any kind occurring on or before the Effective Date of this Agreement, including without limitation any claims relating to the Promissory Note.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

[REDACTED]

14. This Agreement and the agreements referenced herein and signed as part of the settlement contain the entire understanding and agreement between the Parties, and it supersedes any prior or contemporaneous agreements, promises, statements, understandings, and/or representations, oral or written, relating to the matters set forth herein, which shall be superseded, void and unenforceable. Each Party understands that such Party is precluded from bringing any fraud or similar claim against any other Party based on any such communications, promises, agreements, statements, inducements, understandings, or representations. No oral statements or other prior written material not specifically incorporated into this Agreement, or the agreements signed in connection with this Agreement shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized, unless incorporated into this Agreement by written amendment, such amendment to become effective on the date stipulated in it. Any amendment to this Agreement must be signed by all Parties to this Agreement.

15. Each of the Parties (only for himself, herself, or itself as the case may be) agrees, promises, warrants and represents that no promise, statement, agreement, representation, inducement, or condition which is not expressly set forth in writing in this Agreement has been made to any of the Parties in executing this Agreement and/or to induce any other Party to enter into this Agreement. To the extent any such statements have been made, each Party expressly disclaims reliance on any such statement not set forth in writing in this Agreement.

16. The Parties acknowledge that they have been advised to consult with an attorney of their choice about the terms of this Agreement, and each Party represents that it has consulted with such an attorney.

17. The Parties represent and warrant that this Agreement is entered into without fraud or duress, in good faith, and for sufficient and adequate good and valuable consideration.

18. The Parties to this Agreement have been represented by counsel in connection with the execution and delivery of this Agreement. Accordingly, for the purpose of contract construction rules, which may require the interpretation of an agreement against its drafter, no party shall be deemed the author of this Agreement.

[REDACTED]

[illegible]

28. Each Party promises and agrees: (a) that each covenant, agreement, representation, and warranty contained in this Agreement is negotiated, bargained for, and contractual—and is not a mere recital; (b) that each covenant, agreement, representation, and warranty contained in this Agreement survives the execution of this Agreement; and (c) that each covenant, agreement, representation, and warranty contained in this Agreement shall be forever binding on, enforceable against, and conclusive as to each Party.

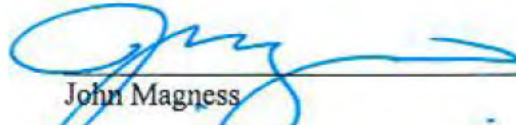
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[REDACTED]

31. This Agreement shall become effective as of August 28, 2022 (the "Effective Date").

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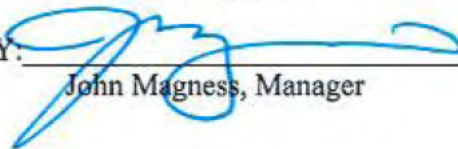
Signature Page 1 to Confidential Settlement Agreement and Release of Claims



John Magness


Britt Naponic

The Peabody Bulldog, LLC

BY: 

John Magness, Manager

Bo Blackburn

Sarah Blackburn

#6 Metz Court, LLC.

BY: _____
Sarah Blackburn, Manager

Sol City Title Manager, LLC.

BY: _____
Sarah Blackburn, Manager

Rabbit Food, LLC

BY: _____
Sarah Blackburn, Manager

BS Title Team, LLC.

BY: _____
Sarah Blackburn, Manager

Signature Page 1 to Confidential Settlement Agreement and Release of Claims

John Magness

Britt Naponie

The Peabody Bulldog, LLC

BY: _____
John Magness, Manager

Bo Blackburn

Bo Blackburn

SB

Sarah Blackburn

#6 Metz Court, LLC.

BY: *SB*

Sarah Blackburn, Manager

Sol City Title Manager, LLC.

BY: *SB*

Sarah Blackburn, Manager

Rabbit Food, LLC

BY: *SB*

Sarah Blackburn, Manager

BS Title Team, LLC.

BY: *SB*

Sarah Blackburn, Manager

Signature Page 2 to Confidential Settlement Agreement and Release of Claims

Pacific Waters Title, LLC.

By: 

Blue Goose Title, LLC

By: 

CSP Texas Joint Venture, LLC.

By: 

CSP Texas Joint Venture-San Antonio, LLC

By: 

Tall City Title, LLC

By: 

Amarillo Title, LLC.

By: 

Amarillo Title Managers, LLC.

By: *Bo Blackburn*

Joy Title, LLC.

By: 

Gateway City Title, LLC.

By: 

Gateway City Title Managers, LLC.

By: 

Signature Page 3 to Confidential Settlement Agreement and Release of Claims

Corpus Christi Title, LLC.

By:  _____

Corpus Christi Title Managers, LLC.

By:  _____

Tyrell L. Gurth

Phillip Clayton

405 Manhattan Investments, LLC.

By: _____

Alyso Draughon, Manager

Alphabet Investments, LLC.

By: _____

Clayton Hill, Manager

Sol City Title, LLC.

By: _____

John Magness, Manager

Coast to Coast Title, LLC.

By: _____

John Magness, Manager

Magnolia Title Florida, LLC.

By: _____

John Magness, Manager

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Signature Page 3 to Confidential Settlement Agreement and Release of Claims

Corpus Christi Title, LLC.

By: _____

Corpus Christi Title Managers, LLC.

By: _____

Tyrrell L. Garth

Phillip Clayton

405 Manhattan Investments, LLC.

By: Alyse Draughon
Alyse Draughon, Manager

Alphabet Investments, LLC.

By: _____
Clayton Hill, Manager

Sol City Title, LLC.

By: _____
John Magness, Manager

Coast to Coast Title, LLC.

By: _____
John Magness, Manager

Magnolia Title Florida, LLC.

By: _____
John Magness, Manager

Signature Page 3 to Confidential Settlement Agreement and Release of Claims

Corpus Christi Title, LLC.

By: _____

Corpus Christi Title Managers, LLC.

By: _____



Tyrrell L. Garth



Phillip Clayton

405 Manhattan Investments, LLC.

By: _____
Alyse Draughon, Manager

Alphabet Investments, LLC.

By: 

Clayton Hill, Manager

Sol City Title, LLC.

By: 

John Magness, Manager

Coast to Coast Title, LLC.

By: 

John Magness, Manager

Magnolia Title Florida, LLC.

By: 

John Magness, Manager

Signature Page 4 to Confidential Settlement Agreement and Release of Claims

Magnolia Title Arkansas, LLC

By: 

John Magness, Manager

Starrex International, Ltd.

By: 

Matt Hill, CEO

EXHIBIT A

Magness Parties Redemption Agreements

EXHIBIT B-1

Partial Membership Interest Redemption Agreements

Magnolia Houston

Magnolia Dallas

Magnolia Florida

Magnolia Arkansas

EXECUTED as of the Effective Date.

COMPANY

Sol City Title, LLC d/b/a Magnolia Title


By: _____
John Magness, Manager

Address for Notice:

14701 St Mary's Lane, Suite 150
Houston, TX 77079
Email: john.magness@magnoliatitlecam.com

PARTIALLY REDEEMED MEMBER

Sol City Title Managers, LLC

By:  _____
Sarah Blackburn, Manager

Address for notice:

925 S. Capital Of Texas Highway
Building A, Suite 175
Austin, TX 78746
Email: _____

THE UNDERSIGNED MEMBERS OF THE COMPANY, WHICH CONSTITUTE ALL OF THE MEMBERS OF THE COMPANY NOT A PARTY TO THIS AGREEMENT, HEREBY APPROVE THE TRANSACTION CONTEMPLATED HEREIN AND AGREE TO THE AMENDMENT OF THE COMPANY AGREEMENT AS PROVIDED HEREIN AS OF THE EFFECTIVE DATE;

MEMBERS:

SOL CITY TITLE MANAGERS, LLC

BY:  _____
SARAH BLACKBURN,
MANAGER

EXECUTED as of the Effective Date.

COMPANY

Sol City Title, LLC d/b/a Magnolia Title

By: 
John Magness, Manager

Address for Notice:

14701 St Mary's Lane, Suite 150
Houston, TX 77079
Email: john.magness@magnoliatitleteam.com

PARTIALLY REDEEMED MEMBER

Sol City Title Managers, LLC

By: _____
Sarah Blackburn, Manager

Address for notice:

925 S. Capital Of Texas Highway
Building A, Suite 175
Austin, TX 78746
Email: _____


THE UNDERSIGNED MEMBERS OF THE COMPANY, WHICH CONSTITUTE ALL OF THE MEMBERS OF THE COMPANY NOT A PARTY TO THIS AGREEMENT, HEREBY APPROVE THE TRANSACTION CONTEMPLATED HEREIN AND AGREE TO THE AMENDMENT OF THE COMPANY AGREEMENT AS PROVIDED HEREIN AS OF THE EFFECTIVE DATE:

MEMBERS:

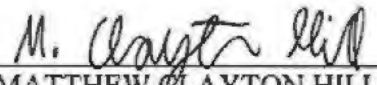
SOL CITY TITLE MANAGERS, LLC

BY: _____
SARAH BLACKBURN,
MANAGER

GF INSURANCE INVESTMENTS, LLC.

BY: 
JESSICA GARTH, MANAGER

ALPHABET INVESTMENTS, LLC

BY: 
MATTHEW CLAYTON HILL,
MANAGER

**SOL CITY TITLE, LLC
REVISED
EXHIBIT 3.1
EFFECTIVE: DECEMBER 31, 2021**

MEMBER INFORMATION

<u>Member</u>	<u>Units (by Class)</u>
Class A Series I Member:	
Sol City Title Managers, LLC	500 Units (5%)
Class A Series II Members:	
GF Insurance Investments, LLC	3,850 Units (38.5%)
Alphabet Investments, LLC	3,850 Units (38.5%)
Peabody Bulldog, LLC	<u>1,800 Units (18%)</u>
Total	10,000 Units (100%)

Newly Admitted Class A-1 Members: Cancelled effective 12/31/21 and converted to Class A-Series II Units

Special Contributions:

1.	#6 Metz Court, LLC	\$ 62,875
2.	GF Insurance Investments, LLC	\$ 60,062
3.	Alphabet Investments, LLC	<u>\$ 60,063</u>
Total		\$183,000 (subject to Special Contribution Provisions)

Signature pages follow:

EXECUTED as of the Effective Date.

COMPANY

Coast to Coast Title, LLC

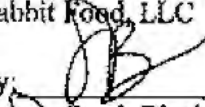
By: _____
John Magness, Manager

Address for Notice:

14701 St Mary's Lane, Suite 150
Houston, TX 77079
Email: john.magness@magnoliatitleteam.com

PARTIALLY REDEEMED MEMBER

Rabbit Food, LLC

By:  _____
Sarah Blackburn, Manager


Sarah Blackburn

Address for notice:

925 S. Capital Of Texas Highway
Building A, Suite 175
Austin, TX 78746
Email: _____

THE UNDERSIGNED MEMBERS OF THE COMPANY, WHICH CONSTITUTE ALL OF THE MEMBERS OF THE COMPANY NOT A PARTY TO THIS AGREEMENT, HEREBY APPROVE THE TRANSACTION CONTEMPLATED HEREIN AND AGREE TO THE AMENDMENT OF THE COMPANY AGREEMENT AS PROVIDED HEREIN AS OF THE EFFECTIVE DATE:

MEMBERS:

405 MANHATTAN INVESTMENTS, LLC

BY: _____
ALYSE DRAUGHON, MANAGER

EXECUTED as of the Effective Date.

COMPANY

Coast to Coast Title, LLC

By: 

John Magness, Manager

Address for Notice:

14701 St Mary's Lane, Suite 150

Houston, TX 77079

Email: john.magness@magnollatitlecoast.com

PARTIALLY REDEEMED MEMBER

Rabbit Food, LLC

By: _____

Sarah Blackburn, Manager

Sarah Blackburn

Address for notice:

925 S. Capital Of Texas Highway

Building A, Suite 175

Austin, TX 78746

Email: _____

THE UNDERSIGNED MEMBERS OF THE COMPANY, WHICH CONSTITUTE ALL OF THE MEMBERS OF THE COMPANY NOT A PARTY TO THIS AGREEMENT, HEREBY APPROVE THE TRANSACTION CONTEMPLATED HEREIN AND AGREE TO THE AMENDMENT OF THE COMPANY AGREEMENT AS PROVIDED HEREIN AS OF THE EFFECTIVE DATE:

MEMBERS:

405 MANHATTAN INVESTMENTS, LLC

BY: _____

ALYSE DRAUGHON, MANAGER

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EXECUTED as of the Effective Date.

COMPANY

Coast to Coast Title, LLC

By: _____
John Magness, Manager

Address for Notice:

14701 St Mary's Lane, Suite 150
Houston, TX 77079
Email: john.magness@magnoliatitleteam.com

PARTIALLY REDEEMED MEMBER

Rabbit Food, LLC

By: _____
Sarah Blackburn, Manager

Sarah Blackburn

Address for notice:

925 S. Capital Of Texas Highway
Building A, Suite 175
Austin, TX 78746
Email: _____

THE UNDERSIGNED MEMBERS OF THE COMPANY, WHICH CONSTITUTE ALL OF THE MEMBERS OF THE COMPANY NOT A PARTY TO THIS AGREEMENT, HEREBY APPROVE THE TRANSACTION CONTEMPLATED HEREIN AND AGREE TO THE AMENDMENT OF THE COMPANY AGREEMENT AS PROVIDED HEREIN AS OF THE EFFECTIVE DATE:

MEMBERS:

405 MANHATTAN INVESTMENTS, LLC

DocuSigned by:
BY: Alyse Draughon
ALYSE DRAUGHON, MANAGER

ALPHABET INVESTMENTS, LLC

BY: M. Clayton Hill
MATTHEW CLAYTON HILL,
MANAGER

PEABODY BULLDOG, LLC

BY: [Signature]
JOHN MAGNESS, MANAGER

COAST TO COAST TITLE, LLC
REVISED
EXHIBIT 3.1
EFFECTIVE: DECEMBER 31, 2021

MEMBER INFORMATION

<u>Member</u>	<u>Units</u> <u>(by Class)</u>
Class A Series I Member:	
Rabbit Food, LLC	500 Units (5%)
Class A Series II Members:	
405 Manhattan Investments, LLC	3,875 Units (38.75%)
Alphabet Investments, LLC	3,875 Units (38.75%)
Peabody Bulldog, LLC	<u>1,750 Units (17.5%)</u>
Total	10,000 Units (100%)

Newly Admitted Class A-1 Members: Cancelled effective 12/31/21 and converted to Class A-Series II Units

Special Contributions:

1.	#6 Metz Court, LLC	\$161,025
2.	405 Manhattan Investments, LLC	\$153,863
3.	Alphabet Investments, LLC	<u>\$153,863</u>
Total		\$468,751 (subject to Special Contribution Provisions)

Signature pages follow:

EXECUTED as of the Effective Date.

COMPANY

Magnolia Title Florida, LLC

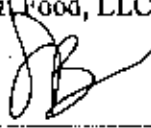
By: _____
John Magness, Manager

Address for Notice:

14701 St Mary's Lane, Suite 150
Houston, TX 77079
Email: john.magness@magnoliatitleteam.com

PARTIALLY REDEEMED MEMBER

Rabbit Food, LLC

By:  _____
Sarah Blackburn, Manager

Address for notice:

925 S. Capital Of Texas Highway
Building A, Suite 175
Austin, TX 78746
Email: _____

THE UNDERSIGNED MEMBERS OF THE COMPANY, WHICH CONSTITUTE ALL OF THE MEMBERS OF THE COMPANY NOT A PARTY TO THIS AGREEMENT, HEREBY APPROVE THE TRANSACTION CONTEMPLATED HEREIN AND AGREE TO THE AMENDMENT OF THE COMPANY AGREEMENT AS PROVIDED HEREIN AS OF THE EFFECTIVE DATE:

MEMBERS:

405 MANHATTAN INVESTMENTS, LLC

BY: _____
ALYSE DRAUGHON, MANAGER

EXECUTED as of the Effective Date.

COMPANY

Magnolia Title Florida, LLC

By: 

John Magness, Manager

Address for Notice:

14701 St Mary's Lane, Suite 150

Houston, TX 77079

Email: john.magness@magnoliatitleteam.com

PARTIALLY REDEEMED MEMBER

Rabbit Food, LLC

By: _____

Sarah Blackburn, Manager

Address for notice:

925 S. Capital Of Texas Highway

Building A, Suite 175

Austin, TX 78746

Email: _____

THE UNDERSIGNED MEMBERS OF THE COMPANY, WHICH CONSTITUTE ALL OF THE MEMBERS OF THE COMPANY NOT A PARTY TO THIS AGREEMENT, HEREBY APPROVE THE TRANSACTION CONTEMPLATED HEREIN AND AGREE TO THE AMENDMENT OF THE COMPANY AGREEMENT AS PROVIDED HEREIN AS OF THE EFFECTIVE DATE:

MEMBERS:

405 MANHATTAN INVESTMENTS, LLC

BY: _____

ALYSE ANGELLE, MANAGER

EXECUTED as of the Effective Date.

COMPANY

Magnolia Title Florida, LLC

By: _____
John Magness, Manager

Address for Notice:

14701 St Mary's Lane, Suite 150
Houston, TX 77079
Email: john.magness@magnoliatitleteam.com

PARTIALLY REDEEMED MEMBER

Rabbit Food, LLC

By: _____
Sarah Blackburn, Manager

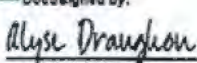
Address for notice:

925 S. Capital Of Texas Highway
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Austin, TX 78746
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MEMBERS:

405 MANHATTAN INVESTMENTS, LLC

BY:  _____
ALYSE DRAUGHON, MANAGER

ALPHABET INVESTMENTS, LLC

BY: M. Clayton Hill
MATTHEW CLAYTON HILL,
MANAGER

PEABODY BULLDOG, LLC

BY: [Signature]
JOHN MAGNESS, MANAGER

MAGNOLIA TITLE FLORIDA, LLC
REVISED
EXHIBIT 3.1
EFFECTIVE: DECEMBER 31, 2021

MEMBER INFORMATION

<u>Member</u>	<u>Units</u> <u>(by Class)</u>
Class A Series I Member:	
Rabbit Food, LLC	375 Units (3.75%)
Class A Series II Members:	
405 Manhattan Investments, LLC	4,162.5 Units (41.625%)
Alphabet Investments, LLC	4,162.5 Units (41.625%)
Peabody Bulldog, LLC	<u>1,300 Units (13%)</u>
Total	10,000 Units (100%)

Newly Admitted Class A-1 Members: Cancelled effective 12/31/21 and converted to Class A-Series II Units

Special Contributions:

1.	#6 Metz Court, LLC	\$ 26,100
2.	405 Manhattan Investments, LLC	\$ 24,950
3.	Alphabet Investments, LLC	<u>\$ 24,950</u>
Total		\$ 76,000 (subject to Special Contribution Provisions)

Signature pages follow:

EXECUTED as of the Effective Date.

COMPANY

Magnolia Title Arkansas, LLC


By: _____
John Magness, Manager

Address for Notice:

14701 St Mary's Lane, Suite 150
Houston, TX 77079
Email: john.magness@magnoliatitleteam.com

PARTIALLY REDEEMED MEMBER

Rabbit Food, LLC

By:  _____
Sarah Blackburn, Manager

Address for notice:

925 S. Capital Of Texas Highway
Building A, Suite 175
Austin, TX 78746
Email: _____

THE UNDERSIGNED MEMBERS OF THE COMPANY, WHICH CONSTITUTE ALL OF THE MEMBERS OF THE COMPANY NOT A PARTY TO THIS AGREEMENT, HEREBY APPROVE THE TRANSACTION CONTEMPLATED HEREIN AND AGREE TO THE AMENDMENT OF THE COMPANY AGREEMENT AS PROVIDED HEREIN AS OF THE EFFECTIVE DATE:

MEMBERS:

405 MANHATTAN INVESTMENTS, LLC

BY: _____
ALYSE DRAUGHON, MANAGER

EXECUTED as of the Effective Date.

COMPANY

Magnolia Title Arkansas, LLC

By: 

John Magness, Manager

Address for Notice:

14701 St Mary's Lane, Suite 150

Houston, TX 77079

Email: john.magness@magnoliatitleteam.com

PARTIALLY REDEEMED MEMBER

Rabbit Food, LLC

By: _____

Sarah Blackburn, Manager

Address for notice:

925 S. Capital Of Texas Highway

Building A, Suite 175

Austin, TX 78746

Email: _____

THE UNDERSIGNED MEMBERS OF THE COMPANY, WHICH CONSTITUTE ALL OF THE MEMBERS OF THE COMPANY NOT A PARTY TO THIS AGREEMENT, HEREBY APPROVE THE TRANSACTION CONTEMPLATED HEREIN AND AGREE TO THE AMENDMENT OF THE COMPANY AGREEMENT AS PROVIDED HEREIN AS OF THE EFFECTIVE DATE:

MEMBERS:

405 MANHATTAN INVESTMENTS, LLC

BY: _____

ALYSE ANGELLE, MANAGER

EXECUTED as of the Effective Date.

COMPANY

Magnolia Title Arkansas, LLC

By: _____
John Magness, Manager

Address for Notice:

14701 St Mary's Lane, Suite 150
Houston, TX 77079
Email: john.magness@magnoliatitleteam.com

PARTIALLY REDEEMED MEMBER

Rabbit Food, LLC

By: _____
Sarah Blackburn, Manager

Address for notice:

925 S. Capital Of Texas Highway
Building A, Suite 175
Austin, TX 78746
Email: _____

THE UNDERSIGNED MEMBERS OF THE COMPANY, WHICH CONSTITUTE ALL OF THE MEMBERS OF THE COMPANY NOT A PARTY TO THIS AGREEMENT, HEREBY APPROVE THE TRANSACTION CONTEMPLATED HEREIN AND AGREE TO THE AMENDMENT OF THE COMPANY AGREEMENT AS PROVIDED HEREIN AS OF THE EFFECTIVE DATE:

MEMBERS:

405 MANHATTAN INVESTMENTS, LLC

BY:  _____
ALYSE DRAUGHON, MANAGER

ALPHABET INVESTMENTS, LLC

BY: M. Clayton Hill
MATTHEW CLAYTON HILL,
MANAGER

PEABODY BULLDOG, LLC

BY: [Signature]
JOHN MAGNESS, MANAGER

MAGNOLIA TITLE ARKANSAS, LLC
REVISED
EXHIBIT 3.1
EFFECTIVE: DECEMBER 31, 2021

MEMBER INFORMATION

<u>Member</u>	<u>Units</u> <u>(by Class)</u>
Class A Series I Member:	
Rabbit Food, LLC	375 Units (3.75%)
Class A Series II Members:	
405 Manhattan Investments, LLC	4,162.5 Units (41.625%)
Alphabet Investments, LLC	4,162.5 Units (41.625%)
Peabody Bulldog, LLC	<u>1,300 Units (13%)</u>
Total	10,000 Units (100%)
Newly Admitted Class A-1 Members: Cancelled effective 12/31/21 and converted to Class A-Series II Units	

EXHIBIT B-2

#6 Metz Court Assignment of Special Contributions

Magnolia Houston and Magnolia Dallas

EXECUTED, as of the date of the respective signatures herein below, but to be effective as of the Effective Date.

#6 METZ COURT, LLC



DATED

BY: SARAH BLACKBURN
ITS: MANAGER

GF INSURANCE INVESTMENTS, LLC

DATED

BY: JESSICA GARTH
ITS: MANAGER

ALPHABET INVESTMENTS, LLC

DATED

BY: CLAYTON HILL
ITS: MANAGER

THE UNDERSIGNED MEMBERS OF THE COMPANY HEREBY APPROVE OF THE TRANSACTION CONTEMPLATED HEREIN AS OF THE DATE FIRST ABOVE MENTIONED:

MEMBERS:

SOL CITY TITLE MANAGERS, LLC

BY: 

SARAH BLACKBURN, MANAGER

GF INSURANCE INVESTMENTS, LLC

BY: _____

JESSICA GARTH, MANAGER

EXECUTED, as of the date of the respective signatures herein below, but to be effective as of the Effective Date.

#6 METZ COURT, LLC

DATED _____

BY: SARAH BLACKBURN
ITS: MANAGER

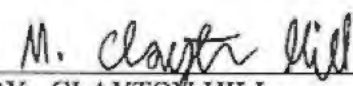
GF INSURANCE INVESTMENTS, LLC

DATED 8/31/22


BY: JESSICA GARTH
ITS: MANAGER

ALPHABET INVESTMENTS, LLC

DATED 8/31/22


BY: CLAYTON HILL
ITS: MANAGER

THE UNDERSIGNED MEMBERS OF THE COMPANY HEREBY APPROVE OF THE TRANSACTION CONTEMPLATED HEREIN AS OF THE DATE FIRST ABOVE MENTIONED:

MEMBERS:

SOL CITY TITLE MANAGERS, LLC

BY: _____
SARAH BLACKBURN, MANAGER

GF INSURANCE INVESTMENTS, LLC.

BY: 
JESSICA GARTH, MANAGER

ALPHABET INVESTMENTS, LLC

BY: M. Clayton Hill
MATTHEW CLAYTON HILL, MANAGER

EXECUTED, as of the date of the respective signatures herein below, but to be effective as of the Effective Date.

#6 METZ COURT, LLC



DATED

BY: SARAH BLACKBURN
ITS: MANAGER

405 MANHATTAN INVESTMENTS, LLC

DATED

BY: ALYSE DRAUGHON
ITS: MANAGER

ALPHABET INVESTMENTS, LLC

DATED

BY: MATTHEW CLAYTON HILL
ITS: MANAGER

THE UNDERSIGNED MEMBERS OF THE COMPANY HEREBY APPROVE OF THE TRANSACTION CONTEMPLATED HEREIN AS OF THE DATE FIRST ABOVE MENTIONED;

MEMBERS:

RABBIT FOOD, LLC



BY: _____
SARAH BLACKBURN, MANAGER

405 MANHATTAN INVESTMENTS, LLC

BY: _____
ALYSE DRAUGHON, MANAGER

EXECUTED, as of the date of the respective signatures herein below, but to be effective as of the Effective Date.

#6 METZ COURT, LLC

DATED

BY: SARAH BLACKBURN
ITS: MANAGER

405 MANHATTAN INVESTMENTS, LLC

9/2/2022

DATED

DocuSigned by:
Alyse Draughon

BY: ALYSE DRAUGHON
ITS: MANAGER

ALPHABET INVESTMENTS, LLC

8/31/22

DATED

M. Clayton Hill

BY: MATTHEW CLAYTON HILL
ITS: MANAGER

THE UNDERSIGNED MEMBERS OF THE COMPANY HEREBY APPROVE OF THE TRANSACTION CONTEMPLATED HEREIN AS OF THE DATE FIRST ABOVE MENTIONED:

MEMBERS:

RABBIT FOOD, LLC

BY: _____
SARAH BLACKBURN, MANAGER

405 MANHATTAN INVESTMENTS, LLC.

DocuSigned by:
Alyse Draughon

BY: ALYSE DRAUGHON, MANAGER

ALPHABET INVESTMENTS, LLC

BY: M. Clayton Hill
MATTHEW CLAYTON HILL, MANAGER